

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND-----X
NEIL BLUTIG and MANASH GJIELI, individually
and in the right and on behalf of NRK 66, LLC,Index No.
Date Purchased:

Plaintiffs,

-against-

Plaintiff designates
ROCKLAND COUNTY
as place of trial

CHRISTOPHER KRASNIQI and NRK 66, LLC,

The basis of the venue
is Plaintiff's principal place of
business.

Defendants.

SUMMONS
-----X**TO THE ABOVE-NAMED DEFENDANTS:**

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on the Plaintiff's attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service or within thirty (30) days after the completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

ROCKLAND COUNTY is designated as the place of trial on the basis that the Plaintiff's principal place of business is situated therein.

Dated: Nanuet, New York
April 18, 2015

Yours, etc.,

CONDON & ASSOCIATES, PLLC

By: _____/s/_____

Brian K. Condon

*Attorneys for Plaintiffs*55 Old Turnpike Road, Suite 502
Nanuet, New York 10954
(845) 627-8500

TO: Christopher Krasniqi
Carriage Lane
Nanuet, New York 10954

NRK 66, LLC
100 Main Street
Nyack, New York 10954

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----X
NEIL BLUTIG and MANASH GJIELI, individually Index No.
and in the right and on behalf of NRK 66, LLC,

Plaintiffs,

VERIFIED COMPLAINT

-against-

CHRISTOPHER KRASNIQI and NRK 66, LLC,

Defendants.

-----X
Plaintiffs, Neil Blutig (“Blutig”) and Manash Gjeli (“Gjeli”) individually and in the
right and on behalf of NRK 66, LLC (hereinafter and collectively “Plaintiffs”), by and through their
counsel, Condon & Associates, PLLC, as and for their Verified Complaint against the Defendants,
Christopher Krasniqi and NRK 66, LLC, allege as follows:

THE PARTIES

1. That at all times hereinafter mentioned, Blutig was and still is a resident of the
County of Rockland, State of New York residing in Nanuet, New York.
2. That at all times hereinafter mentioned, Gjeli was and still is a resident of the County
of Rockland, State of New York residing in New City, New York.
3. NRK 66, LLC (the “Company”) is a domestic limited liability company
organized under the Limited Liability Company Law of the State of New York.
4. Upon information and belief, Defendant Christopher Krasniqi (“Defendant” or
“Krasniqi”) is a natural person residing in the County of Rockland, State of New York.
5. Defendant Krasniqi formed NRK 66 LLC and entered into an Operating Agreement
dated April 16, 2014.

6. On May 14, 2014, by First Amendment to Operating Agreement of NRK 66, LLC, Defendant admitted Plaintiff, Blutig, as an equal member of the Company.

7. On July 15, 2014, by Second Amendment to Operating Agreement of NRK 66, LLC, Blutig and Krasniqi amended Exhibit "B" to the Operating Agreement.

8. On July 15, 2014, by Revised and Restated Operating Agreement of NRK 66, LLC, Blutig and Krasniqi clarified and incorporated all prior amendments into one integrated document.

9. On July 15, 2014, by First Amendment to Revised and Restated Operating Agreement, Blutig and Krasniqi amended the Revised and Restated Operating Agreement to permit the issuance of certificates pursuant to LLC Law 603(b).

10. On August 14, 2014, by Second Amendment to Revised and Restated Operating Agreement of NRK 66, LLC, Blutig and Krasniqi admitted Plaintiff, Gjieli, as a equal member of the Company. All three members have a 33.3% membership share.

11. The Company owns and operates a bar/restaurant in Nyack, New York entitled Karma located at 100 Main Street, Nyack, New York 10960.

NATURE OF THE PROCEEDING

12. The Company was formed in or around April 16, 2014, by Defendant Krasniqi. Initially, Blutig and Krasniqi was to each hold a fifty percent (50%) interest in the Company; subsequently, Krasniqi brought Gjieli into the Company and the membership interests were amended so that Blutig, Krasniqi and Gjieli each hold a 33.33% interest.

13. As set forth herein, the Company's only asset is a commercial bar/restaurant located at 100 Main Street in Nyack, New York.

14. At the outset in 2014, the Defendant advised the Plaintiffs that he had “restaurant experience” and he was going to run the restaurant with his family, namely his brother, Rob Krasniqi, who was also in the food service industry.

15. Blutig and Gjeli were to primarily be investors and oversee the operations.

16. Blutig and/or Gjeli invested all of the money in the Company while Krasniqi has invested no money in the Company.

17. Almost from the inception of the operation of Karma, the Defendant Krasniqi has defrauded, stole, and acted in ways unbecoming of someone who has a 33.3% membership interest in the Company.

18. The Defendant Krasniqi’s conduct has included but is not limited to the following: (a) The Defendant Krasniqi is guilty of illegal, fraudulent and oppressive conduct towards the Plaintiffs; (b) The Defendant Krasniqi has looted, wasted and diverted property and assets of the Corporation for non-corporate use; (c) The Defendant Krasniqi has been and remains verbally abusive to Plaintiffs and to the Company’s employees; (d) The Defendant Krasniqi has been and continues to make defamatory statements concerning the Plaintiffs; (e) The Defendant Krasniqi has utilized the Company’s assets for personal expenses; and (f) The Defendant Krasniqi has used the Company to transact his personal business.

19. Upon information and belief, Krasniqi had taken \$20,000 in cash from the Company to fund “unauthorized purchases” of the Company.

20. On several occasions, Krasniqi and his brother Rob had withdrawn money from the Company’s bank account using an ATM card without identifying the reason for the withdrawal.

21. Upon information and belief, Krasniqi and his brother would purchase food and other supplies from Restaurant Depot using Company monies and those products would be used by Krasniqi and/or his family personally and not for the Company.

22. There are witnesses who saw food for the Company being transferred from Krasniqi's car to his brother Rob's car.

23. Krasniqi and/or his brother, Rob, would shop at Restaurant Depot to purchase supplies and not give the invoices to the partners, despite repeated requests for the same. There is no proof of what was purchased and what was delivered into Karma.

24. Upon information and belief, Krasniqi's brother, Rob, would engage in sexual relations with females in Karma's bathroom and kitchen during operating hours. Krasniqi was told of his brother's actions but no action was taken.

25. Upon information and belief, Krasniqi's brother, Rob, would purchase drugs which were delivered to Karma. Krasniqi was told of his brother's actions but no action was taken.

26. Krasniqi and his brother, Rob, would threaten employees that they would be fired when he "buys the place". Female employees were afraid of Defendant Krasniqi and his brother and disclosed as much to the Plaintiffs.

27. When working the front door, Krasniqi would allow people without identification to enter the bar because he "knew them". Karma's policy is that everyone is "proofed". If they do not have ID, they are not allowed to enter Karma.

28. Krasniqi gave away a private lounge in Karma on a Saturday night, at no charge, to a group he knew without his partners approval. This group caused a fight in Karma and, as a result, Karma had to close 2 hours early.

29. One of Krasniqi's family members were removed from Karma by a bouncer for fighting. Krasniqi allowed his family member back in to Karma and that family member proceeded to call the bouncer a "nigger".

30. It was understood amongst the partners that each partner and their family would enjoy a "partner" discount on food and drink at Karma.

31. However, almost from day one, Krasniqi and his family and friends, would come into Karma and eat and drink for free. This was observed by the Plaintiffs and Karma staff on more than one occasion. It is believed that the 100% family and friend discount offered by Krasniqi was in place from the inception.

32. Krasniqi has engaged inappropriately with Karma's waitresses despite being advised by his partners that he should not be involved with them at all.

33. Krasniqi would bartend and share his tips with the employees which is not permitted under New York State law.

34. Krasniqi would bartend, say he was stepping out for a moment, and not return for hours.

35. After January, 2015, Krasniqi had not showed up for work at Karma for over a month.

36. In February, 2015, it was agreed to by all parties that Krasniqi would stay away from Karma while Krasniqi attempted to "buy out" the Petitioners.

37. Despite many promises by Krasniqi, no "buy out" was ever tendered to the Plaintiffs.

38. Krasniqi has made NO financial investment in the Company despite his obligation to do so.

39. Because of the Defendant's interference with not only the operation of the business, but criminal activity which was ongoing at the premises, threatens not only the viability of the business but threatens the Company's liquor license, the members can no longer operate the business. The Defendant refuses to dissolve the Company and refuses to sell its only asset. Judicial dissolution of the Company, therefore, is the proper remedy under these circumstances.

40. It is no longer reasonably practicable for the Company to operate as currently constituted.

41. As detailed above, the Company's purpose was to own and operate Karma, specifically, the property located at 100 Main Street in Nyack. The Company is no longer serving the purpose for which it was organized.

42. There is no prospect of meaningful communication or reconciliation between the members.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty)

43. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "42" as if fully set forth herein.

44. The Defendant Krasniqi, as an Member of the Company, owed and continues to owe the Plaintiffs fiduciary duties of trust and loyalty.

45. That the aforementioned actions of the Defendant Krasniqi constitute a breach of his fiduciary duties to Plaintiffs.

46. That the breaches of fiduciary duties to Plaintiffs were willful, wrongful and unlawful.

47. In connection with the operation of the Company, Defendant Krasniqi received improper payments or benefits at the expense of the interests of the Company, the full amount of which is unknown to the Plaintiffs.

48. As a result of the aforesaid various breaches of his fiduciary duties, Defendant Krasniqi has damaged the Plaintiffs in an amount to be determined at trial, but is believed to be not less than \$500,000, as well as punitive damages in the sum of \$1,000,000.00.

AS AND FOR A SECOND CAUSE OF ACTION
(Breach of Agreement)

49. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "48" as if fully set forth herein.

50. That the aforementioned actions of Defendant Krasniqi constitute a breach of the agreement between Plaintiffs and Defendant.

51. That by reason of the foregoing, the Plaintiffs have sustained damages and will continue to sustain damages in an unknown sum believed to be in excess of \$500,000.00.

AS AND FOR A THIRD CAUSE OF ACTION
(Conversion)

52. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "51" as if fully set forth herein.

53. The aforesaid diversion of sums and product due to Plaintiff by Defendant, constitutes conversion.

54. That by reason of the foregoing, the Plaintiffs have sustained damages and will continue to sustain damages in an unknown sum believed to be in excess of \$500,000.00.

AS AND FOR A FOURTH CAUSE OF ACTION
(Unjust Enrichment)

55. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "54" as if fully set forth herein.

56. Upon information and belief, Defendant took monies and product above and beyond his interest in the Company, in an unknown sum believed to be in excess of \$500,000.00.

57. Upon information and belief, these funds belong to the Company, and in equity and good conscience those funds should be returned to the Company.

AS AND FOR A FIFTH CAUSE OF ACTION
(Derivative Action)

58. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "57" as if fully set forth herein.

59. That the Defendant has withheld sums of money that are justly due and owing to the Company.

60. The Plaintiffs are bringing a derivative action in the right of the Company to procure a judgment in its favor.

61. That by reason of the foregoing, the Corporation has sustained damages and will continue to sustain damages in an unknown amount believed to be in excess of \$500,000.00.

AS AND FOR A SIXTH CAUSE OF ACTION
(Ejectment)

62. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "61" as if fully set forth herein.

63. Due to the Defendant's fraud, misrepresentations, illegal and immoral actions, the Defendant Krasniqi should be immediately removed from the Company.

64. The Company is unable to function as, for the reasons set forth herein, the two members can no longer trust the Defendant.

65. Due to his illegal and immoral actions, the Company faces the immediate danger of financial failure and insolvency.

66. It is requested that Christopher Krasniqi be ejected from NRK 66, LLC.

AS AND FOR A SEVENTH CAUSE OF ACTION
(Judicial Dissolution)

67. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "66" as if fully set forth herein.

68. Due to the Defendant's fraud and misrepresentations, there exists irreconcilable deadlock, dissension, hostility and distrust between the Company's three members over every aspect of the management of the Company.

69. The Company is unable to function under such divided and divisive management.

70. The Company faces the immediate danger of financial failure and insolvency.

71. As is set forth above, over the past year, the Petitioners have made good faith efforts to resolve the impasse, to no avail.

72. At this time, with no other reasonable alternatives, a judicial dissolution and liquidation of the Company is in the best interest of its members.

73. Dissolution of the Company will not be injurious to the parties or to the public.

74. Dissolution and liquidation in accordance with the provisions of the Limited Liability Company Law also will best ensure the payment of monies owed to the Company's members and creditors.

AS AND FOR A EIGHTH CAUSE OF ACTION
(Accounting)

75. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "74" as if fully set forth herein.

76. The Petitioners have no adequate remedy at law.

77. By reason of the foregoing, Krasniqi should be required to account for the Company's business affairs.

AS AND FOR A NINTH CAUSE OF ACTION
(Attorneys Fees)

78. Plaintiffs repeat, reiterate and reallege each and every allegation contained within paragraphs "1" through "77" as if fully set forth herein.

79. Plaintiffs litigation efforts in this derivative action will result in a substantial benefit to the Company and its members.

80. In equity, the Plaintiffs are entitled to reimbursement from the Company for their reasonable attorney's fees and costs incurred, in an amount to be determined by this Court.

WHEREFORE, the Plaintiffs demand judgment against the Defendants as follows:

A. On the First Cause of Action for Breach of Fiduciary Duties, damages in the sum of \$500,000.00 and punitive damages of not less than \$1,000,000.00.

B. On the Second Cause of Action for Breach of Agreement, damages in an unknown sum believed to be in excess of \$500,000.00.

C. On the Third Cause of Action for Conversion, damages in an unknown sum believed to be in excess of \$500,000.00.

D. On the Fourth Cause of Action for Unjust Enrichment, damages in an unknown sum believed to be in excess of \$500,000.00.

E. On the Fifth Cause of Action, as and for a judgment in the name of NRK 66, LLC for damages in an unknown sum believed to be in excess of \$500,000.00.

F. On the Sixth Cause of Action, removal of Defendant Krasniqi from NRK 66, LLC;

G. On the Seventh Cause of Action, the Judicial Dissolution of the LLC and for a money judgment in an amount to be determined at trial.

H. On the Eighth Cause of Action, an Order directing the Defendants to render an accounting of all of the monies received or obtained by them, and of the income, profits or other beneficial interest accruing therefrom.

I. On the Ninth Cause of Action, an award of reasonable attorneys fees, and costs and disbursements to be reimbursed to Plaintiff by NRK 66, LLC in an amount to be determined by the Court.

J. Such other and further relief as the Court deems just and proper.

Dated: Nanuet, New York
April 18, 2015

Yours, etc.

CONDON & ASSOCIATES, PLLC

By: s/ Brian K. Condon

Brian K. Condon

Attorneys for Plaintiffs

55 Old Turnpike Road, Suite 502

Nanuet, New York 10954

(845) 627-8500

brian@condonlawoffices.com

VERIFICATION

STATE OF NEW YORK)
)ss.:
COUNTY OF ROCKLAND)

NEIL BLUTIG, being sworn, says: I am one of the Members of NRK 66, LLC, a New York Limited Liability Company and I am one of the Plaintiffs in this action; I have read the annexed Verified Complaint, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief and, as to those matters, I believe them to be true.



Neil Blutig

STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

On April 18, 2015 before me personally came Neil Blutig to me known who, and by me duly sworn, did depose and say that deponent has a business address of 100 Main Street, Nyack, New York, that deponent is one of the Members of NRK 66, LLC, the Petition described in, and which executed the foregoing Verification, that it was so executed by order of the LLC, and that he signed his name thereby to like order.

BRIAN K. CONDON
NOTARY PUBLIC, STATE OF NEW YORK
REG. NO. 02C03701955
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES 2/2/20 18



Notary Public